

**Amendment # 1**

**RE-BID Sandpoint Manufactured Office Building**

January 26, 2007

**REQUISITION NUMBER: K-041060**

Contractor / Business Name:

**The following changes have been made to the above mentioned project. All other information will remain the same.**

- The Plan Sheets 1 – 4 have been updated

**This page MUST BE SIGNED, DATED AND RETURNED with your BID DOCUMENTS**

**I acknowledge receipt of this Addendum and its contents.**

Signature \_\_\_\_\_ Date: \_\_\_\_\_

**INVITATION TO BID**  
**SANDPOINT MANUFACTURED OFFICE BUILDING**  
**REQUISITION # K-041060**  
**RE-BID**  
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#### **ATTACHMENTS/FORMS/EXHIBITS**

PLAN SHEETS  
 FAX BACK  
 BID SCHEDULE  
 SIGNATURE PAGE  
 BID PROPOSAL  
 DOMICILE  
 SUBCONTRACTOR CERTIFICATION  
 CONTRACTORS AFFIDAVIT  
 BIDDER'S RESPONSIBILITY PAGE OR CHECKLIST

**IDAHO TRANSPORTATION DEPARTMENT  
REQUEST FOR BID  
RE-BID**

January 25, 2007

Idaho Transportation Department  
Supply Services Purchasing Section  
3311 West State Street  
Boise, Idaho 83703

**REQUISITION #: K-041060**

**ALL sealed bids must be received by 5:00 pm on February 13th, 2007. Sealed bids will be opened at 10:00 am on February 14th, 2007** at Supply Services, Purchasing Office, at 3311 West State Street in Boise. The scope of work on this project consists of **furnishing all materials, equipment and labor for the PURCHASE AND INSTALLATION OF A TRIPLE WIDE MODULAR OFFICE BUILDING AT SANDPOINT**, as per the specifications contained in requisition number **K-041060**.

Contact Jack Keller, Buyer for clarification of bid requirements at (208) 344-8081.

Fax ALL questions regarding the bid specifications to: (208) 334-8095

**FOR BID RESULTS, PLAN HOLDERS LIST VISIT:**

**<http://itd.idaho.gov/business/business.htm>**

**RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:**

<b>BUSINESS/CONTRACTOR NAME:</b> _____(insert)_____
<b>Requisition #:</b> (insert)
<b>Bid Close Date/Time:</b> (insert) <b>Bid Open Date/Time:</b> (insert)
<b>Item Bidding:</b> (insert)

**Mailing Address**

Idaho Transportation Department  
Supply Services Purchasing Section  
P.O. Box 7129  
Boise, Idaho 83707-1129

*Revised 10/05*

## **SPECIAL PROVISION IDAHO BUILDING RE-BID**

Furnish all materials, equipment and labor for the **purchase and full setup and installation of a triple wide modular office building** as per the specifications contained in requisition number **K-041060**

The following Special Provisions supplement or modify the 2004 State Standard Specifications for Highway Construction and SP-SA Special Provisions – State Aid. This is not a federally funded project.

The plans shall be supplemented by the Contractor for such working drawings as are necessary to adequately control the work.

Materials incorporated into this project shall be new and free from defects and of the best commercial quality for the purpose specified.

The Idaho Transportation Department's 'Standard Specifications for Highway Construction' manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department at (208) 334-8430 to purchase. NOTE: This manual can also be viewed and downloaded at <http://itd.idaho.gov/>

### **LIQUIDATED DAMAGES**

The amount of Liquidated Damages for failure to complete the work on time of this project will be **\$100.00 per day**.

**Contractor shall submit all required submittals within 30-days of contract signing. Authority to proceed will be given after building and foundation submittals are approved and returned to the Contractor, as well as, construction and material delivery schedules are established**

### **SCOPE OF WORK**

#### **PURCHASE AND INSTALL A TRIPLE WIDE MODULAR OFFICE BUILDING AT SANDPOPINT**

##### **Description:**

This item shall consist of the purchase and full setup/installation of a triple wide, modular office building as shown on the plans and described in the Architectural Special Provisions. The Modular unit is to be to be set on concrete block. Blocking and tie down per code.

Dimensions are nominal and minor changes necessary to accommodate suppliers' modular designs may be accepted by the Engineer.

The Contractor shall furnish and install all necessary parts and accessories required for complete installation and other items essential for the complete project.

### **Construction Requirements:**

The manufacturer's designed building must be structurally adequate to support the combined loads of 55 pounds per square foot of roof snow load; 90 mile per hour wind load; and the dynamic and static loads incorporated into the design and use of this building. The successful bidder shall show the complete Engineering proof that the structure will support these loads.

### **Method of Measurement:**

Measurement will be on the lump sum basis for the installation of a modular housing building in place and in accordance with the plans and specifications.

### **Basis of Payment:**

The accepted quantities will be paid for at the contract unit price for the item listed below:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Purchase and Install a Triple Wide Modular Office Building, (Sandpoint)	Lump Sum

## **MATERIAL REQUIREMENTS**

### **Triple Wide Office Building**

#### 1. Chassis

Type	Structural solid steel I-beam
Hitch	Detachable

#### 2. Floor

Floor Joists	2X8 16" o/c, 50# PSF
Sub Flooring	5/8" Cresdek as manufactured by Hambro Forest Products Inc. or an approved equal
Floor Covering	Easy-clean vinyl flooring at entry, and bathrooms - Mohawk woven interlock "Supertron SD" carpet or an approved equal, direct glue method

#### 3. Walls

Exterior Walls	2X6 wood frame
Exterior Siding matching skirting	Vinyl lap siding with matching skirting, or 7/16" hardboard siding with grooving at 8" with
Interior Finish Walls	Gypsum Board 1/2" standard tape, texture and paint
Interior Finish Ceiling	Gypsum Board 5/8" standard tape, texture and paint

#### 4. Roof

Truss	55 PSF snow load
Eaves	Extended 12" minimum eaves all sides
Finish Roof	30 Year asphalt architectural shingle or 45 mil EPDM rubber roofing

#### 5. Insulation – Super Good Cents Package

Floor Insulation	R-30
Exterior Wall Insulation	R-21
Interior Wall Insulation	R-11 Sound batts, office and bathroom walls
Roof insulation	R-38

#### 6. Doors/Windows

Exterior Doors	3'-0"X7'-0" Solid core insulated metal door, triple hinged with 4 ½" stainless steel butts with bearings and non removable pins, prepped to accommodate Best Lock sets (93K7R15Ds3-626), cylinder bore 2 ¾" Cores installed by State
Interior Doors	3'-0"X7'-0" Solid core wood doors with privacy locks for bathrooms, solid core wood doors for offices, all others hollow core
Windows	Vinyl sliders, 48" X 60", 30" X 36" Fixed, 48" X 36" All windows to be provided with louvered vinyl mini blinds and screens Window sizes are nominal and minor changes necessary to accommodate suppliers modular designs may be accepted by the Architect

#### 7. Furnishing

Cabinets	All wood cabinets for Kitchen and Bathroom
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#### 8. Plumbing

Sinks	Bathroom- Porcelain Kitchen- Stainless Steel
Faucets	Single lever, chrome plated brass faucets, (2) Frost proof exterior faucets (near exterior doors)
Water heater	30 Gallon electric

#### 9. HVAC

Heat/Cooling	Natural Gas heating and cooling  Under floor insulated ducting
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#### 10. Electrical/Telephone

Main Panel Wiring	(1) 200 Amp, w/main breaker
Exterior Receptacles	(2) WP GFI exterior outlets, (next to exterior doors)

Interior Receptacles

Placed @ 10' on center in main room,  
4 minimum in offices, 1 GFI outlet per bathroom

Exterior Lights

At each exterior door

Interior Lights

Per Light Fixture Drawing

Telephone & Data Cable Telephone and data  
jacks adjacent to each electrical outlet except  
bathrooms. One telephone jack and two data jacks  
per outlet telephone and data cabling to lead to  
data/phone closet – install exhaust fan in  
data/phone closet



# I PROPOSAL GUIDELINES

## CONTRACTOR'S NOTES

The Contractor shall indemnify, save harmless and defend regardless of outcome the State from the expenses of and against all suits, actions, claims, or costs, expenses and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or his subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or his subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

The Contractor shall carry such public liability and property damage insurance that will protect him and the State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall not be less than:

- 1) Comprehensive General Liability Insurance with a minimum combined single limits \$1,000,000.00 each occurrence. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including employee acts), blanket contractual, contractor's protective, products and completed operations. Further, the policy shall include coverage for the hazards commonly referred to as XCU (explosion, collapse and underground). This protection may be provided by the subcontractor, naming the Prime Contractor and State as insured. This supplemental insurance must be submitted prior to the subcontractor starting XCU operations.

If the policies required by Comprehensive General Liability and Comprehensive Automobile Liability Insurance, has an aggregate limit, it shall not be less than a \$2,000,000.00 annual limit.

2. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to contractor's owned hired, or non-owned vehicles, assigned to or used in performance of work. The policies required by Comprehensive Liability and Comprehensive Automobile Liability Insurance paragraphs above shall be endorsed to include the Department, its agents, officials, employees and the State of Idaho as additional insured's and shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees and the State of Idaho shall be excess and not contributory insurance to that provided by the Contractor. The insurance shall contain a severability of interests' provision.

The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State and to the railroad or railway company, when involved. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until written acceptance of the project.

In addition to the above-required Liability Insurance coverage, the Contractor shall carry Worker's Compensation Insurance as required by Idaho Code covering the Contractors' and Subcontractors' work force. Certifications of Workmen's Compensation Insurance shall correspond to the requirements for Liability Insurance certification included herein. The Contractor will maintain

Worker's Compensation Insurance and will provide certificate of same if requested by the Department. Failure to provide a Certificate of Worker's Compensation Insurance may result in a price adjustment to cover any cost to the Department of providing the necessary Worker's compensation insurance. The certifications must state that no cancellations or changes of any of the required policies shall be effective without 30 days prior written notice to the State and railroad or railway company involved. The Department will not assume liability as an employer.

Upon written acceptance of the project by the State, the Contractor will be relieved of responsibility to the public for subsequent injury or damage on the project. Contractor shall also carrier Builder's Risk coverage as specified by the Department of Risk Management.

## **RELATION OF PARTIES**

The service or services to be rendered under this Agreement are those of an independent contractor. The Department is interested only in the quality of service or services provided and the final results to be achieved; the conduct and control of the work will be solely with the Contractor. The Contractor is not an officer, employee, or agent of the Department as those terms are used in Idaho Code § 6-902, et al, and is not entitled to any benefits provided by the Department to employees.

## **GENERAL**

The Contractor shall supplement the plans for such working drawings as are necessary to adequately control the work. Materials incorporated into this project shall be new and free from defects and of the best commercial quality for the purpose specified.

The 2004 Idaho Standard Specifications for Highway Construction may be purchased through the Idaho Transportation Department, Division of Highways in Boise, Idaho. Where general and supplementary conditions and division 1-specification sections are referred to; current industry standards shall be followed. Owner shall be construed to mean the State of Idaho through the Idaho Transportation Department (ITD). Where approval of Architect or Engineer is required, it shall be construed to mean the Resident Engineer.

The contractor, before commencing work, shall purchase and maintain property insurance against fire with extended coverage, including loss or damage by vandalism and malicious mischief on this work to the full insurable value thereof, with insurance approved by the State and any loss made payable to the State, as his interest may be at the time of said loss. He shall furnish a copy of the insurance policy to the Engineer. No cancellation or change in this policy shall be effective without 30 days prior written notice to the Engineer.

## **INFORMATION GIVEN PRIOR TO AWARD**

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

## **GUARANTEE**

Excepting where certain portions of the work call for a longer period, all work shall be guaranteed for a minimum period of one year after the date of final acceptance; during the guarantee period, any repairs or replacements required because of defective workmanship or material shall be at the Contractor's expense.

## **WARRANTIES, GUARANTEES AND INSTRUCTION SHEETS**

Three (3) copies of the manufacturer's warranties, guarantees, instruction sheets, and parts lists for all Contractors' furnished materials shall be turned over to the State upon completion of the project.

## **TEMPORARY UTILITIES**

Contractor shall provide temporary power pole and power. The contractor shall visit the site and determine what measure, if any, he will have to take to provide for water for construction work, which may occur before the time that permanent services will be available. The contractor shall make arrangements for and furnish at their own expense, all water, sanitary facilities and other utilities necessary for construction purposes. All utilities shall be at contractor's expense until final acceptance. The Contractor shall provide and maintain weather protection and heating as required for the protection of the work from the beginning of the work until final completion, acceptance, or occupancy. Methods and extent of protection and heating shall be subject to the State's Approval.

## **PERMITS**

The State will furnish the building permit, if required.

The Contractor shall obtain and pay for all other licenses and permits and shall pay fees and charges for connection to outside services to include, water sewer and electricity and use of public or private property for storage of materials, etc. The Contractor shall comply, without additional expense to the State, with all State, County and Municipal building ordinances and regulations insofar as the same are binding upon the State. ITD will reimburse the contractor for utility hookup fees at invoice costs.

## **CLEANING UP BUILDING**

In addition to removal of rubbish and leaving the building rooms clean, the Contractor shall remove stains, spots, marks and dirt from decorated surfaces, clean hardware, remove paint spots and smears from all surfaces and clean fixtures, clean all glass; replace any broken glass.

## **PROTECTION**

The Contractor shall, at all times, protect excavation, trenches and building from damage or cave-in; provide pumps, equipment or enclosures as required; remove and replace with new work any work damaged by failure to provide protection; provide and maintain guard lights at barricades, obstructions, trenches or pits adjacent to public thoroughfares. Replacement of damaged work will be at no additional cost to the Owner.

## **CODES**

Contractor, including subcontractors, shall submit his bid in accordance with plans and specifications. If plans and specifications do not comply with any codes having jurisdiction in that particular place or construction, Contractor shall submit alternate price on any changes necessary to comply with such codes. If such alternates are not stated in bid, it shall be assumed that Contractor's base bid includes, to the best of his knowledge and experience, all work necessary to comply with such codes.

## **PRIOR APPROVAL**

The references made to materials equipment, appliances or fixtures in the plans or these specifications, where manufacturers' products or brand names are specified, are made to show standards for comparison only as to type, design character, or quality of the article desired, and are not for the purpose of restricting bidders to these products or brand names.

The term "or equal" as used herein shall be understood to mean equal to that specified for fulfilling the intended requirements in the judgment of the Engineer. THE BURDEN OF PROVING THE EQUALITY SHALL BE THE CONTRACTOR'S RESPONSIBILITY. The Engineer's decision shall be final. Shop drawings or manufacturer's literature for the substitute item and for the specified item shall be submitted to support the Contractor's requests on all substitutions.

All requests for approval of change in design of function of materials specified must allow 14 days review time, after receipt of all necessary documents, by the Engineer. Approval of submittals shall not relieve the Contractor from responsibility for deviations from the plans or specifications, unless he has, in writing, called the Engineer's attention to deviations at the time of submission, and obtained his written approval. Approval of submittals does not relieve the Contractor from responsibility for errors in shop drawings or literature.

## **SUBMITTALS**

Minimums of five (5) complete submittals are required on all products, unless more are required in the Architectural Specifications.

Submittals shall contain:

Project name and number

1. Date of submission and dates of any previous submissions.
2. The names of the contractor, sub-contractor and manufacturer.
3. Contractors stamp, initialed or signed, certifying to review of submittal.
4. Identification of any deviation from Contract Documents.
5. Identify each submittal item by specification section, manufacturer, brand, trade name, number, size, rating, or whatever other data is necessary to properly identify and check materials and equipment. The words "as specified" are not sufficient identification.

## **AS-BUILT DRAWING**

The Contractor shall provide the Engineer with three (3) complete sets of as-built drawings. As-built drawings shall provide detailed and accurate sizes, dimensions and locations of all work items covered under this contract. Contractor shall instruct the separate trades to keep accurate measurements and records of their installation, as the work proceeds. No measurement or payment will be made for as-built drawings, but the cost thereof shall be considered incidental to the items of work under this contract.

## **OPERATION, MAINTENANCE INSTRUCTIONS AND MANUALS**

Train owner's personnel in the general use and maintenance of all installed equipment and accessories. Provide three complete copies of "Operations and Maintenance" manuals for the owner's use. Manuals will identify all parts of equipment and show complete wiring diagrams. Manuals will include copies of warranties for all items.

## **WORK NOT NOTED, DETAILED OR SPECIFIED (Revised 9/29/03)**

All work required for complete installation or assembly shall be included in the Contractor's bid. Where minor portions of required work are not noted, detailed, or specified, such work shall be done in accordance with proven construction practice or accepted industry standards at no additional cost to the owner. The Contractor shall be held responsible for verification of existing job conditions prior to bid. No additional cost shall be awarded to the successful contractor (or their subcontractors) after bids have been submitted and contracts awarded for failure to verify existing field conditions.

Discrepancies between actual field conditions and contract documents shall be brought to the Architects/Engineers attention for alternative methods of installation prior to the bidding of this project.

## **DIMENSIONS AND MEASUREMENTS**

The Contractor shall field verify all dimensions pertaining to the work and shall be responsible for the determination of all quantities of materials required for the work and for the accuracy of all dimensions of materials and items fabricated for this project. The Contractor shall not rely on the scale drawings in the project drawings for the determination of exact quantities or dimensions.

## **PERFORMANCE**

Contractors interested in bidding this project shall carefully inspect the project prior to submitting his bid. Submission of a bid by any Contractor shall be accepted as prima facie evidence that he has examined these specifications and has satisfied himself as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint himself with all available information, including a physical survey of the site of the proposed work, shall not relieve him from successfully performing all the work required for a complete finished job.

## **BIDDING REQUIREMENTS AND CONDITIONS**

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No proposals will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid proposal upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid proposal shall be considered irregular and the bid will be rejected.

All of the items shown or noted on the plans or in these specifications, which are not specifically a bid item, are considered incidental items. The cost of furnishing and installing all incidental items will not be paid for separately, but shall be included in the contract unit prices as bid, unless otherwise noted.

The bidder's proposal shall be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the bidder legally qualified and acceptable to the State. If the proposal is made by an individual, their name and post office address shall be shown; by a partnership, the name and post office address of each partner shall be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture shall be shown; by a corporation, the name of the corporation and the business address of its corporate officials shall be shown.

## **CONSIDERATION OF PROPOSALS**

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available at <http://itd.idaho.gov/business/business.htm>.

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

### **IRREGULAR PROPOSALS**

Proposals will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Proposal Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in Ink.
7. If Addendums are not signed and returned with the Bid Documents.
8. If the required Public Works License Number is not inserted on the Signature Page.

### **PROPOSAL GUARANTY / SURETY BOND REQUIREMENTS**

No proposal will be considered unless accompanied by a guaranty of the character and in an amount not less than the amount indicated on the Request for Quotation.

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the proposal bond.

The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of the contract.

The lowest responsive bidder may deposit government obligations in lieu of performance and payment bonds under the following conditions:

1. The obligations shall be acceptable to the State Treasurer.
2. The obligations shall be payable to, or fully negotiable by, the Department.
3. The obligation shall be in an amount equal at fair market value to the penal sum of the required surety bonds.
4. The bidder pays the initial and return transfer charges for transmittal of the obligation of the Treasurer's Office.

Within **90 days** after final acceptance for the project those obligations deposited, as a performance bond will be returned, less any amount owed to the Department as a result of this contract. Obligations deposited, as the payment bond shall be held for a period of one year from the date of acceptance of the project for settlement of claims in accordance with Idaho Code, Section 54-1927.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

### **DISQUALIFICATION OF BIDDERS**

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their proposal or proposals:

1. More than one proposal, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

### **EXECUTION / AWARD OF THE CONTRACT**

The award of contract, if it is awarded, will be made within **15 calendar days** after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose proposal complies with all requirements prescribed.

However, the award may be deferred beyond **15 calendar days** by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned together with the Surety bonds, **within 15 calendar days** after the bidder has received the contract. If the contract is not executed by the State within **15 calendar days** following receipt from the bidder of the signed contracts and bonds, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

### **FAILURE TO EXECUTE CONTRACT**

Failure to execute the contract and file acceptable bonds within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the State, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

### **RETURN OF PROPOSAL GUARANTY**

Proposal guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the proposals. The retained proposal guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

### **COORDINATION AND CONTROL**

This work shall proceed in an effective sequence so as to eliminate unnecessary work stoppages at the building.

## **SUPERINTENDENT**

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of work. The superintendent shall be satisfactory to the Architect, and shall not be changed except with the consent of the Architect unless the

Superintendent proves to be unsatisfactory to the contractor and ceases to be in his employ. Under this circumstance, the new superintendent shall also be satisfactory to the Architect. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing.

## **SPECIAL PROVISION ITEMS - MEASUREMENT AND PAYMENT (SP-1)**

The accepted quantities of all Special Provision Items hereinafter specified will be measured by the units shown and paid for at the contract unit prices for such items, which price shall be full compensation for all material, labor, equipment, tools and incidental expense necessary to complete the item except as otherwise noted.

## **OWNERS USE OF BUILDING** (Addition 12/1/03)

Owner reserves the right to occupy and/or use the building or portions thereof, including portions during the construction period and prior to final acceptance. Such occupancy and/or use shall not constitute acceptance of the Work or any part thereof. The contractor shall take special care to insure that no unnecessary disruptions or normal routines will occur at the project work site. Access to and egress from buildings, grounds, services areas, drives, and streets shall be maintained at all times. Temporary disruptions of building services, equipment, etc... shall be scheduled with the Owner. Normal functions shall be restored as quickly as possible.



## II TERMS AND CONDITIONS

### 1. **Contract Term**

Contract term is non-renewable. Work shall be completed within 45 calendar days, after notice to proceed has been given..

### 2. **Payment Requirements**

Payments will be made as provided: Upon satisfactory completion of services specified herein, the Contractor will be paid monthly as soon as possible after receipt of invoices. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

### 3. **Changes**

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

### 4. **Claims for Adjustment and Disputes**

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the ITD Purchasing Agent in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The Purchasing Agent will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the Purchasing Agent's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

**5. Compliance**

If the Department registers a formal and written complaint with the Contractor in respect to undesirable or unsanitary conditions, the Contractor will have 72 hours in which to respond in person to the complaint, to the project Coordinator to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 6 TERMINATION.

If the Department is not satisfied with the results and remediation of the complaint, the project coordinator may require periodic and joint inspections of the area with the Contractor to discuss and point out Contractor's violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

**6. Termination For Default**

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

**7. Termination For Convenience**

A. The DEPARTMENT or CONTRACTOR may cancel this Contract at any time with or without cause upon thirty (30) days' written notice to the other party, and specifying the date of termination.

B. Cancellation of the Contract by either party shall terminate the obligations or liabilities of the parties, except that the obligations or liabilities incurred prior to the termination date shall be honored.

**8. Indemnification**

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

**9. Insurance Requirements**

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The following is a brief explanation of the required insurance coverage's. A certificate of insurance will be required of the contractor selected.

1) Worker's Compensation. The CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must have a valid Worker's Compensation insurance policy in effect prior to the Division of Purchasing generating the contract. The CONTRACTOR must show proof of such coverage by presenting to the Division of Purchasing a valid certificate of insurance showing statutory coverage.

**The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.**

2) Employer's Liability. This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

3) Liability Insurance. For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Division of Purchasing. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.

4) The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State and to the railroad or railway company, when involved. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until written acceptance of the project.

#### Required Insurance:

1) Commercial General Liability Insurance. The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall

not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable, and will be endorsed to apply separately to each job site or location.

2) Automobile Liability Insurance

The Contractor shall obtain, at the Contractor's expense, and keep in effect during the entire term of the contract, Automobile Liability Insurance covering owned, non-owned and hired vehicles. This coverage may be written in combination with Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

Additional Requirements:

1) State of Idaho as Additional Insured:

The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

2) Notice of Cancellation or Change:

The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

**10. Title VI Assurances**

1) Application

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

2) Employment Lists, Labor Selection, Non-Discrimination

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

3) Compliance with Regulations:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

4) Nondiscrimination:

The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

5) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

6) Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

7) Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;
- b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
- c. Cancel or terminate the contract for cause;
- d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

8) Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**11. Labor Provisions**

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams' trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

**Requisition #** K-041060  
**Project:** Modular Office Building –  
Sandpoint

**FAX BACK: 208 334-8824**

To help us assist you better PLEASE fax back

To: Idaho Transportation Department  
Purchasing Section  
PO Box 7129  
Boise, Idaho 83707-1129

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BID CLOSING ON: 02/13/2007 @ 5:00 P.M.      BID OPENS ON: 02/14/2007 @ 10:00 A.M.

**INTENTION TO RESPOND**

Please check all that apply

\_\_\_\_\_ Company intends to prepare and submit a proposal to the requisition listed above.

\_\_\_\_\_ Company does not plan to respond.

\_\_\_\_\_ Other Message/Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Individual/Owner's Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_  
(Please Print)

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

## BID SCHEDULE

Each Bid item shall be filled in completely by the Contractor in the bid schedule, by indicating total dollars and cents under Unit Price and Total Cost. All costs, including hourly rates, will be included here and will be fully burdened to include, but not limited to, wages, transportation, lodging, overhead, and per-diem. All figures shall be written in ink or typed. Penciled entries will not be accepted; bids will be considered irregular and rejected.

Requisition Number: K-041060

Contractor / Business Name: \_\_\_\_\_

ITEM NO.	UNIT	DESCRIPTION	TOTAL AMOUNT BID
SP-1	1 EA	PURCHASE / INSTALL TRIPLE WIDE MODULAR OFFICE BLDG - SANDPOINT	\$ _____

**AWARD TO BE "ALL OR NONE"**

This page **MUST** be returned with your BID Documents



# IDAHO TRANSPORTATION DEPARTMENT SIGNATURE PAGE

THIS PAGE MUST BE SIGNED WITH AN ORIGINAL SIGNATURE AND RETURNED WITH YOUR BID DOCUMENTS!!!

January 25, 2007

Idaho Transportation Department  
Supply Services Purchasing Section  
3311 West State Street  
Boise, Idaho 83703

## REQUISITION #: K-041060

**The Idaho Transportation Department is seeking qualified bidders to furnish all materials, equipment and labor for: PURCHASE AND INSTALLATION OF A TRIPLE WIDE MODULAR OFFICE BUILDING AT SANDPOINT.**

**PUBLIC WORKS CONTRACTORS LICENSE #**

\_\_\_\_\_

**FEDERAL IDENTIFICATION #**

\_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contractors Signature/Authorized Signature:

\_\_\_\_\_

\_\_\_\_\_

Printed Signature

BY SIGNING, BIDDER ACKNOWLEDGES ITS RESPONSIBILITY FOR ANY ADDENDA THAT HAVE BEEN ISSUED FOR THIS SOLICITATION AND WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.

**THIS PAGE MUST BE SIGNED, WITH AN ORIGINAL SIGNATURE, AND RETURNED  
WITH YOUR BID DOCUMENTS!**

## B I D P R O P O S A L

TO: IDAHO TRANSPORTATION BOARD  
Idaho Transportation Department  
Division of Highways

In compliance with your invitation for bids to be received: **February 13<sup>th</sup>, 2007 @ 5:00 P.M., and Opened on February 14<sup>th</sup>, 2007 @ 10:00 A.M.** The undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby agrees to furnish all materials, equipment and labor for the **PURCHASE AND INSTALLATION OF A TRIPLE WIDE MODULAR OFFICE BUILDING AT SANDPOINT** as directed at the designated areas, as contained in the specifications.

**On the acceptance of this bid for said work the undersigned will furnish the 100% Contract Performance and Payment Bonds with approved and sufficient surety within 10 days after the contract is presented for signature.**

Accompanying this bid proposal is a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total amount bid.

The bidder further agrees that if awarded the contract, work will be completed within **forty-five calendar days** after authority to proceed has been given. In conformity with and subject to such extensions as may be authorized by the terms of "Determination and Extension of Contract Time," Subsection 108.06 of the said Standard Specifications

By signing this bid proposal (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

Page 1 of 2

## **BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **CORPORATE** CONTRACTORS

Date \_\_\_\_\_, 2007

Name, Address and Phone Number of  
Corporation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

Name & Address of President \_\_\_\_\_

Name & Address of Secretary \_\_\_\_\_

Name & Address of Treasurer \_\_\_\_\_

SIGNATURE

\_\_\_\_\_  
President, Vice President, etc...

State of \_\_\_\_\_, County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before

me \_\_\_\_\_, personally appeared \_\_\_\_\_,

(Notary Public)

known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the corporation

that executed the instrument or the person who executed the instrument on behalf of said corporation, and

acknowledged to me that such corporation executed the same.

\_\_\_\_\_

Notary Public for \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

## **BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **PARTNERSHIP**

Date \_\_\_\_\_, 2007

Name, Address and Phone Number of Bidder:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

### **SIGNATURE:**

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

### **THIS MUST BE SIGNED BY AT LEAST ONE GENERAL PARTNER**

State of \_\_\_\_\_, County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,

before me \_\_\_\_\_, personally appeared  
(Notary Public)

\_\_\_\_\_, known or identified to me to be one

of the partners in the partnership of \_\_\_\_\_  
(Partnership Name Signed to Instrument)

and the partner or one of the partners who subscribed said partnership name to the foregoing  
instrument, and acknowledged to me that they executed the same in said partnership name.

\_\_\_\_\_  
Notary Public For \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

## **BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **SOLE PROPRIETOR**

Date \_\_\_\_\_, 2007

Name, Address and Phone Number of Bidder:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

SIGNATURE:

\_\_\_\_\_  
(Name & Title, as "Owner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Owner")

\_\_\_\_\_  
Address

State of \_\_\_\_\_ County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,

before me \_\_\_\_\_, personally appeared  
(Notary Public)

\_\_\_\_\_, known or identified to me to be the  
person whose name is subscribed to the within instrument, and acknowledged to me that

\_\_\_\_\_ executed the same.  
(he/she/they)

\_\_\_\_\_  
Notary Public For \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

## **DOMICILE**

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-2348 - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, good road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in his domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1) Corporation: Domiciled where chartered.
- 2) Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3) Partnership: Domiciled where permanent headquarters of business located.

COMPANY NAME: \_\_\_\_\_

STATE OF DOMICILE: \_\_\_\_\_

**NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID!!!!**

## **SUBCONTRACT REQUIREMENTS**

### **PLUMBING, ELECTRICAL, HEATING & AIR-CONDITIONING WORK ONLY**

1. If the contractor intends to subcontract plumbing, heating, air-conditioning or electrical work, they must complete this form, giving the name, address, and Public Works Contractors License Number, for any and all Subcontractors who shall, in the event the Contractor secures the contract and subcontracts the plumbing, electrical, heating or air-conditioning work under the contract. Failure to complete this form as required shall render any such bid submitted by a contractor non-responsive and void.
2. Contractors not intending to subcontract any such work named in the preceding paragraph shall leave the appropriate spaces below blank or indicated by writing in the "work shall be" **none**.
3. Subcontractors named in accordance with the provisions of Paragraph 1 must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which the subcontractors is named.
4. The following are the names, addresses, and Public Works Contractors License Numbers, who shall do the following designated specialty, work under the prime and/or general contract should I/we be award the prime or general contract:

- a. Subcontractor for the **Plumbing** work shall be:

\_\_\_\_\_, Residing at  
\_\_\_\_\_, Whose Idaho Public Works  
Contractor's License # is \_\_\_\_\_

- b. Subcontractor for the **Electrical** work shall be:

\_\_\_\_\_, Residing at  
\_\_\_\_\_, Whose Idaho Public Works  
Contractor's License # is \_\_\_\_\_

- c. Subcontractor for the **HVAC** work shall be:

\_\_\_\_\_, Residing at  
\_\_\_\_\_, Whose Idaho Public Works  
Contractor's License # is \_\_\_\_\_

**NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS!**

**CONTRACTOR'S AFFIDAVIT**

***CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE***

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned being duly sworn upon oath, deposes and says that

\_\_\_\_\_ complies with the provisions of Section 72-1717 Idaho  
(Contractor Name)

Code (Drug Free Workplace program); that \_\_\_\_\_ provides a  
(Contractor Name)

drug-free workplace program that complies with the provisions of Idaho Code, title 72,

chapter 17 and will maintain such program throughout the life of a state construction contract

and that \_\_\_\_\_ shall subcontract work only to subcontractors meeting  
(Contractor Name)

the requirements of Idaho Code, section 72-1717(1)(a).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

By: \_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

Commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, residing at

\_\_\_\_\_  
\_\_\_\_\_

**THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS**



## BIDDERS RESPONSIBILITY PAGE

***PLEASE NOTE:** The following documents, IF APPLICABLE TO YOUR BID, must be returned to the Idaho Transportation Department Purchasing Section to allow your bid to be considered.*

- 1.) **Idaho Employer Alcohol and Drug-Free Workplace Act State Construction Contracts - EFFECTIVE: January 1, 2005. Idaho Code, Section 72-1717, the following document is required on ALL State Construction or Improvement of Public Property or Publicly Owned Buildings.**
  - **Affidavit of Alcohol and Drug Free Workplace Program**
- 2.) **“Signature Page”**
  - Public Works License Number must be inserted
  - Page must be signed with an original signature
- 3.) **Bid Response**
  - Individual, Partnership, or Corporation
  - One of three, depending upon company structure, MUST be completed, notarized and signed with an original signature.
- 4.) Bidder must complete Bid Schedule
- 5.) Bidder must complete Domicile Form
- 6.) Subcontractor form SC-1 – **as required per specifications**
- 7.) A 5% Bidders Bond or Cashier's Check
- 8.) **All Addenda Must be Signed** and returned with your Bid Documents. It is the Bidder's responsibility to verify if an addendum was issued.
- 9.) **ALL BIDS must be submitted in a sealed enveloped** with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.
- 10.) **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.
- 11.) **PUBLIC WORKS LICENSE REQUIRED:** - Public Works Contractors License Board – Phone # (208) 332-8968. <http://www2.idaho.gov/dbs>
- 12.) **WORKERS' COMPENSATION INSURANCE:** - Per Idaho Code 72-216. Proof of said insurance must be provided by successful Bidder before Contract(s) are executed. – It shall be the Contractors responsibility to request, each year, a current certificate of insurance is sent to the Agency. Non-Compliance will result in the forfeiture of Contract and all Bonds.
- 13.) **GENERAL AND AUTOMOBILE LIABILITY INSURANCE:** - Proof of said insurance must be provided by successful Bidder before Contract(s) are executed. Non-Compliance will result in the forfeiture of Awarded Contract and all Bonds.

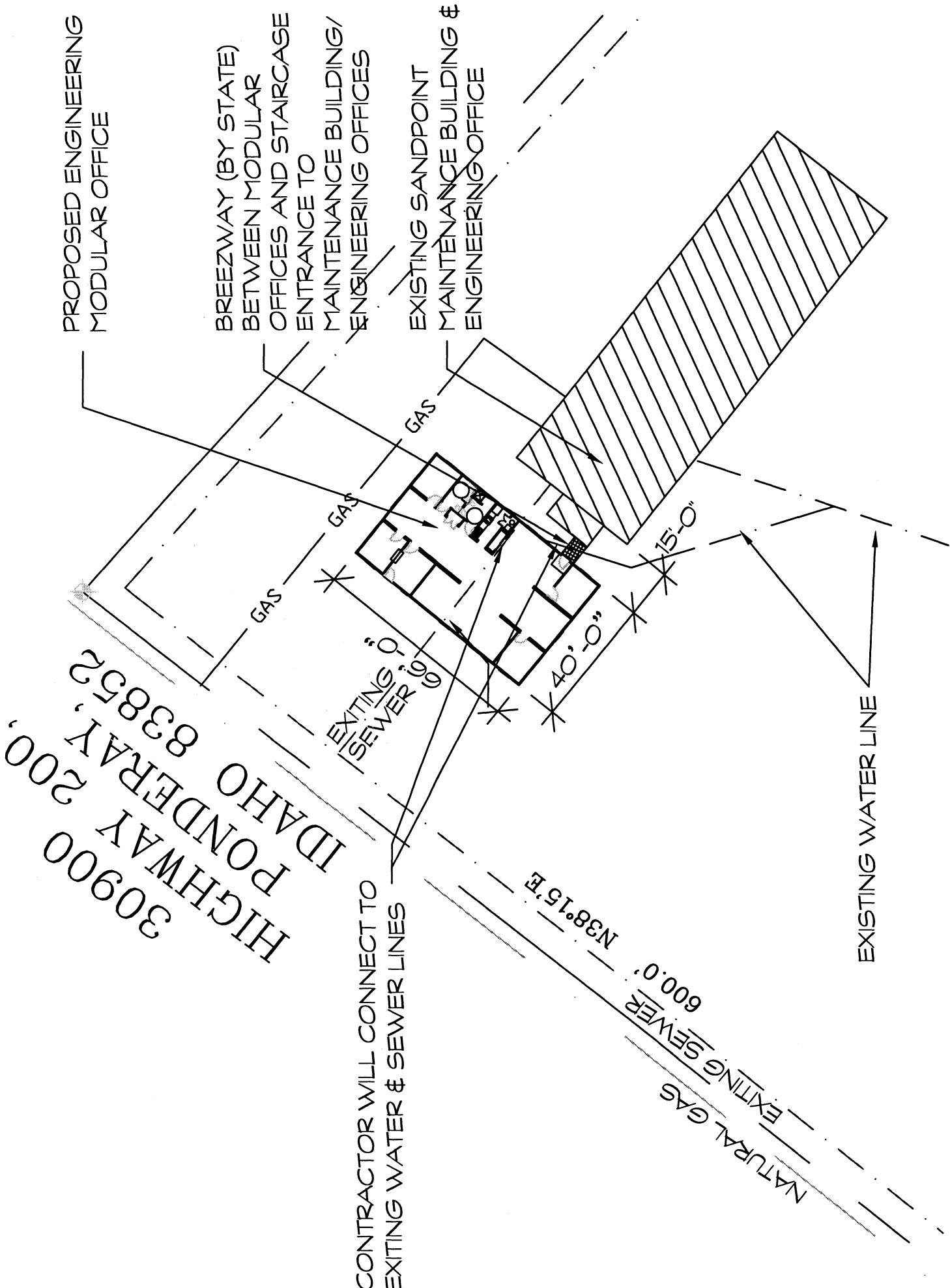




NO	REVISIONS	DATE

SANDPOINT MODULAR  
OFFICES BUILDING NO.  
1069  
BONNER COUNTY

STATE OF IDAHO  
TRANSPORTATION DEPARTMENT  
DIVISION OF HIGHWAYS  
POST  
DATE 11/15/06  
CHECKED DRB  
JOB NO  
SHEET 2  
APPROVED



SITE PLAN  
SCALE: 1" = 40.0'

30900  
HIGHWAY 200,  
PONDERAY, IDAHO 83852

WINDOW  
SCHEDULE

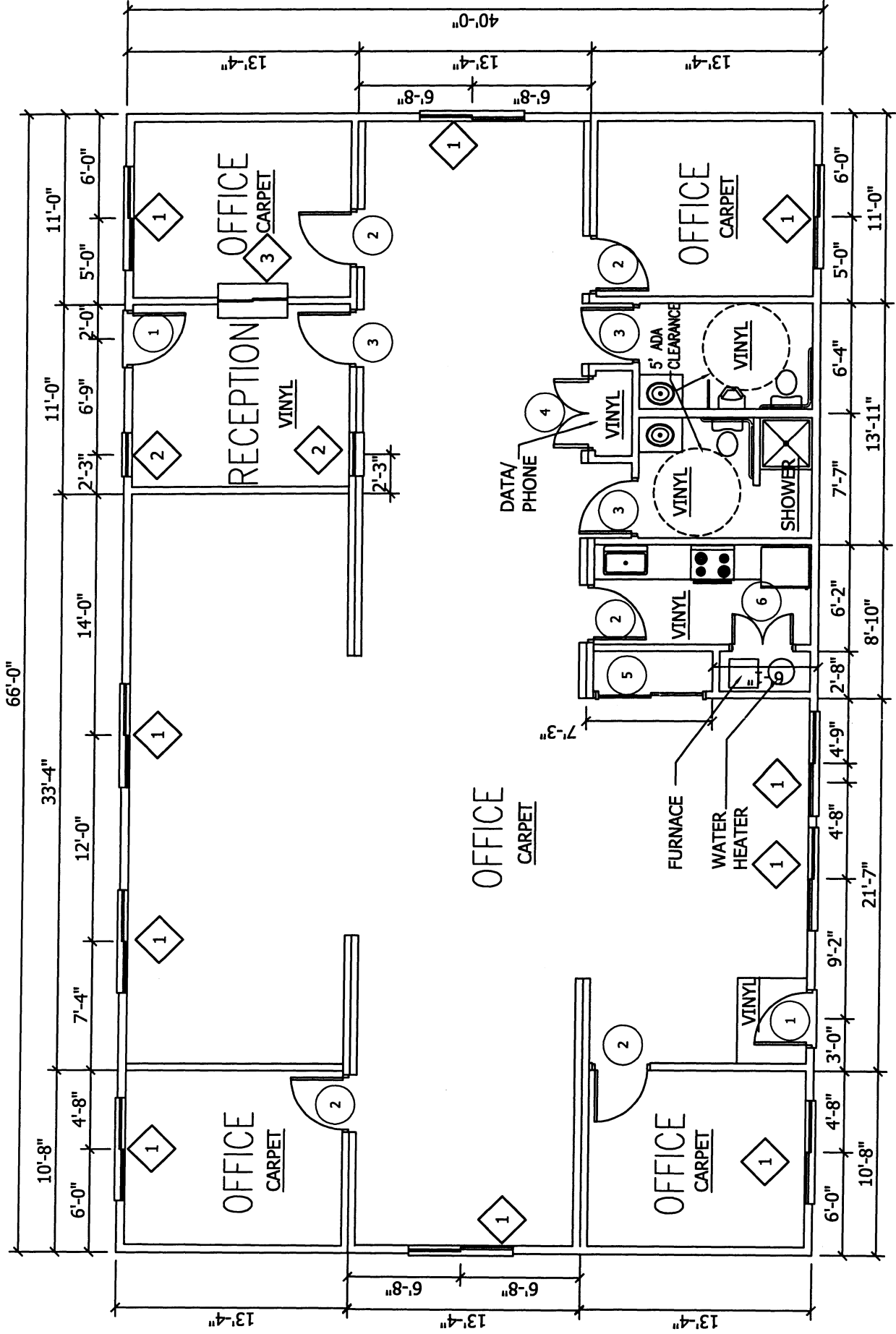
Window sizes  
approximate

- 1 48" X 60" SLIDER
- 2 30" X 36" FIXED
- 3 48" X 36" SLIDER  
w/ 12" COUNTER  
EA. SIDE

DOOR  
SCHEDULE

Door sizes  
approximate

- 1 3' X 7' HOLLOW METAL  
INSULATED DOOR.
- 2 3'X 7' SOLID CORE
- 3 3' X 7' SOLID CORE W/  
PRIVACY LOCK
- 4 CLOSET (2) 2' X 7'
- 5 CLOSET (2) 3'0" X  
7" SLIDERS
- 6 CLOSET (2) 1'9" X 7'



SANDPOINT MODULAR OFFICE

SCALE: 1/8" = 1'-0"

LIGHT FIXTURE  
SCHEDULE



T8 32W 4 LAMP



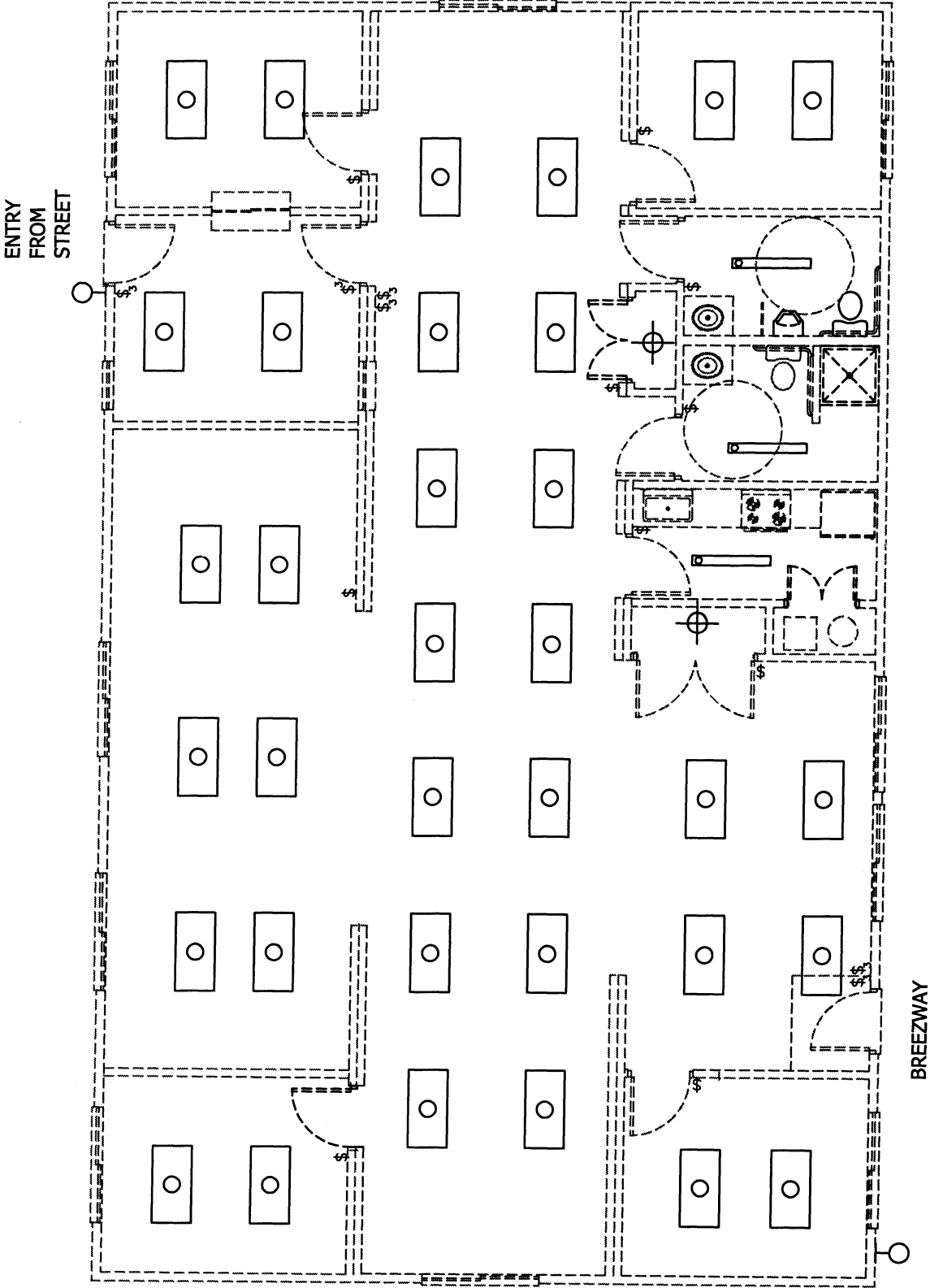
T8 32 W 4'  
LENGTH 2 LAMP  
FIXTURE



WB-1  
150 W WIRE GUARD  
HIGH PRESSURE  
SODIUM



IL-L 100 W  
INCANDESCENT  
FIXTURE



LIGHTING/REFLECTIVE CEILING PLAN

SCALE: 1/8" = 1'-0"



NO	REVISIONS	DATE

SANDPOINT MODULAR  
OFFICES BUILDING NO.  
1069  
COUNTY  
BONNER

STATE OF IDAHO  
TRANSPORTATION DEPARTMENT  
DIVISION OF HIGHWAYS  
PROJECT  
DRAWN ROBERT  
DATE 11/15/06  
CHECKED DRB  
JOB NO  
SHEET  
4  
APPROVED

POSSIBLE INTEREST  
-BIDDERS LIST-

William Scottsman Inc.  
Attn: Nina Cook  
17207 E. Dalton St.  
Spokane, WA 99216  
(509) 892-6778

Westwind Homes  
Attn: Kelly Gates  
3900 High Desert Parkway  
Filer, ID 83328  
(208) 732-5710  
Fax (208) 732-5719

Sunrise Home Center  
1463 Bridge St.  
Clarkston, WA 99403  
(800) 701-4001  
Fax (509) 758-1526

USA Home Center  
4101 N & S Highway  
Lewiston, ID 83501  
(800) 944-8526